Equal Opportunity Compliance

Company Details

Bid Number: I001352A FURNISH & INSTALL EMERGENCY GENERATOR SHERIFF'S

Company Name: LOWRIE ELECTRIC **CID:** 14966

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
11989	Craftsworkers (Skilled)	Male	0	0	0	0	1
11989	Laborers (Unskilled)	Male	1	0	0	0	0
11989	Office And Clerical	Male	0	0	0	0	1
11989	Office And Clerical	Female	0	0	0	0	2
11989	Officials And Managers	Male	0	0	0	0	2
11989	Professionals	Female	0	0	0	0	1
11989	Sales Workers	Male	0	0	0	0	2

Equal Opportunity Compliance

Company Details

Bid Number: I001352A FURNISH & INSTALL EMERGENCY GENERATOR SHERIFF'S

Company Name: Shelby Electric Co., Inc. **CID: 17548**

Other name (DBA):
Company Type: Contractor
Vendor Number: EOC-CC-499 Owner Code: WM
Commodity: Electrical Contractors
Firm Type: Independent
Certified: Eoc-Cc-499-029
County: MEMPHIS-TN-AR-MS, TN: 42.90%
Phone: 9019477300 Fax: EMail:
KnowAs:
EnteredBy:
Additional Notes:
DateEntered:
EditBy: Doris
DateEdit:

Compliance History

Compliance Date 08/13/2007 ☐ Compliance
Compliace Code C ☐ Certificate
EOC Number: EOC-C-0208-11728
Number: Last Edited By: doris.vester
Percent: Date Last Edited: 8/13/2007
Expires: 2/29/2008 **Current**
Status:
Survey Number: 0

Compliance Date 10/31/2006 ☐ Compliance
Compliace Code C ☐ Certificate
EOC Number: EOC-C-0406-10486
Number: Last Edited By: doris.vestermickens
Percent: Date Last Edited: 10/31/2006
Expires: 4/30/2007 Expired
Status:
Survey Number: 0

Compliance Date 04/07/2006 ☐ Compliance
Compliace Code C ☐ Certificate
EOC Number: EOC-C-1006-09874
Number: Last Edited By: doris.vestermickens
Percent: Date Last Edited: 4/7/2006
Expires: 10/31/2006 Expired
Status:
Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I001352A FURNISH & INSTALL EMERGENCY GENERATOR SHERIFF'S

Company Name: Shelby Electric Co., Inc. **CID:** 17548

Compliance Date	09/06/2005		☐ Compliance
Compliace Code	C		☐ Certificate
EOC Number:	EOC-C-0306-09349		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	9/6/2005
Expires:	3/31/2006	Expired	
Status:			
Survey Number:	0		

Compliance Date	07/14/2004		☐ Compliance
Compliace Code	C		☐ Certificate
EOC Number:	EOC-C-0105-08074		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	7/14/2004
Expires:	1/31/2005	Expired	
Status:			
Survey Number:	0		

Compliance Date	12/09/2003		☐ Compliance
Compliace Code	C		☐ Certificate
EOC Number:	EOC-C-0604-07302		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	12/9/2003
Expires:	6/30/2004	Expired	
Status:			
Survey Number:	0		

Compliance Date	05/16/2003		☑ Compliance
Compliace Code	C		☑ Certificate
EOC Number:	EOC-CC-1103-06050		
Number:		Last Edited By:	Dmickens
Percent:		Date Last Edited:	5/16/2003
Expires:	11/30/2003	Expired	
Status:			
Survey Number:	5829		

Contacts:

Equal Opportunity Compliance

Company Details

Bid Number: I001352A FURNISH & INSTALL EMERGENCY GENERATOR SHERIFF'S

Company Name: Shelby Electric Co., Inc. **CID: 17548**

Contact First Name:		Active Contact	
Contact Last Name:		Entered By:	
Contact Title:	BOB HUNOLT, CFO	Date Entered:	
Contact Phone:	9019481545	Last Edited By:	
Contact Date:	01/05/2004	Edit Date:	
Contact Notes:			

Contact First Name:		Active Contact	
Contact Last Name:		Entered By:	Legacy Data
Contact Title:	Bob Hunolt, Vice President	Date Entered:	8/17/2003
Contact Phone:	9019481500	Last Edited By:	
Contact Date:	10/14/1998	Edit Date:	
Contact Notes:			

Mailing Addresses:

Address:	P.O. BOX 157		
MailCity:	MEMPHIS	ST: TN	Zip: 38101
County:		Active Mailing Address	
Entered By:		Last Edited By:	
Date Entered:		Edit Date:	

Address:	112 East E.H. Crump Blvd.		
MailCity:	Memphis	ST: Tn	Zip: 38106
County:		Inactive Mailing Address	
Entered By:	Legacy Data	Last Edited By:	
Date Entered:	8/17/2003	Edit Date:	

Equal Opportunity Compliance

Company Details

Bid Number: I001352A **FURNISH & INSTALL EMERGENCY GENERATOR SHERIFF'S**

Company Name: Shelby Electric Co., Inc. **CID:** 17548

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
10798	Craftsworkers (Skilled)	Male	5	0	0	0	33
10798	Laborers (Unskilled)	Male	6	0	0	0	0
10798	Office And Clerical	Female	1	0	0	0	5
10798	Officials And Managers	Male	0	0	0	0	4
10798	Operatives (Semi-Skilled)	Male	5	0	0	0	1
10798	Professionals	Male	0	0	0	0	2
10798	Sales Workers	Male	1	0	0	0	4
10798	Sales Workers	Female	0	0	0	0	1

Equal Opportunity Compliance

Company Details

Bid Number: I001352A **FURNISH & INSTALL EMERGENCY GENERATOR SHERIFF'S**

Company Name: **TWO RIVERS POWER, LLC** **CID: 27450**

Other name (DBA):
Vendor Number: Owner Code: WM
Commodity: BACKUP POWER RESELLER
Firm Type: Independent
Certified:
County: MEMPHIS-TN-AR-MS, TN: 42.90%
Phone: Fax: EMail:
KnowAs:
Additional Notes:

Company Type:
Vendor
LOSB

EnteredBy: Enter
DateEntered: 6/20/2007
EditBy: Doris
DateEdit: 6/20/2007

Compliance History

Compliance Date 06/26/2007 ☐ Compliance
Compliace Code D ☐ Certificate
EOC Number: LOSB-V-0608-11530
Number: Last Edited By: doris.vester
Percent: Date Last Edited: 6/27/2007
Expires: 6/30/2008 **Current**
Status:
Survey Number: 0

Contacts:

Contact First Name:
Contact Last Name:
Contact Title: JEFF O'CONNER, V.P.
Contact Phone: 9018425471
Contact Date: 06/20/2007
Contact Notes:

Active Contact
Entered By:
Date Entered:
Last Edited By:
Edit Date:

Mailing Addresses:

Address: 3080 STAGE POST DR., #107
MailCity: BARTLETT ST: TN Zip: 38133
County: Active Mailing Address
Entered By: Last Edited By:
Date Entered: Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I001352A FURNISH & INSTALL EMERGENCY GENERATOR SHERIFF'S

Company Name: TWO RIVERS POWER, LLC **CID:** 27450

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
11179	Officials And Managers	Male	0	0	0	0	1
11179	Professionals	Male	0	0	0	0	1
11179	Sales Workers	Male	0	0	0	0	1

COUNTY/CONTRACTOR AGREEMENT

OWNER: SHELBY COUNTY GOVERNMENT
160 N. MAIN ST.
MEMPHIS, TN 38103

CONTRACTOR: Two Rivers Power, LLC
3800 Stage Post Drive, Ste. 107
Bartlett, TN 38133

THIS AGREEMENT, (hereinafter referred to as the "Contract") made and entered into this 8th day of Feb., 2008, by and between SHELBY COUNTY GOVERNMENT, through its governing body and authorized representative, party of the first part, (hereinafter referred to as "COUNTY"), and Two Rivers Power, LLC, party of the second part, (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, the COUNTY issued Sealed Bid No. I001352A for the Furnish and Install of an Emergency Generator at the Shelby County Sheriff's Office Substation located at 11670 Memphis-Arlington Road, Arlington, Tennessee, (hereinafter in this Contract referred to as "PROJECT").

WHEREAS, the said CONTRACTOR submitted a bid/proposal in accordance with bid specifications, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, which bid was accepted by COUNTY.

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Contract to set forth the obligations of the parties.

NOW, THEREFORE, CONTRACTOR agrees and undertakes to furnish material and labor to install an emergency generator in accordance with the Bid Specifications which are on file in the Shelby County Purchasing Department and which are incorporated herein by

broad form property damage, with Shelby County Government its elected officials, appointees and employees named as additional insured.

c. Automobile Liability $1,000,000.00 each occurrence bodily injury, including death and property damage combined, for all owned, non-owned and hired vehicles.

d. Protective Liability: Owner's and Contractor's Protective Liability bodily injury (including death) minimum limits of $500,000.00 each occurrence, and $1,000,000.00 aggregate, with Shelby County Government, its elected officials, appointees and employees named as additional insured.

e. Property Damage: Minimum limits of $500,000.00 each occurrence; $500,000.00 aggregate builder's "all risk" in the amount of the Contract with Shelby County Government named as additional insured. Such insurance carried by the Contractor shall include a $1,000.00 deductible clause for each occurrence. This deductible amount will be the responsibility of the Owner.

5. The COUNTY shall pay the CONTRACTOR for the performance of the Contract One Hundred Twenty-Three Thousand, One Hundred Thirty-Nine Dollars ($123,139.00), subject to additions and deductions as provided in the Contract documents.

6. The CONTRACTOR shall execute the entire Work described in the Contract documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others, within ninety (90) calendar days from the actual start date as specified in the written "Notice to Proceed".

7. All Work by CONTRACTOR is to be performed in a manner satisfactory to COUNTY, and in accordance with the established customs, practices and procedures of COUNTY. CONTRACTOR is to periodically request sufficient conferences to insure that the Work is being done by CONTRACTOR in a satisfactory manner in accordance with the wishes of COUNTY.

SECTION II. METHOD OF PAYMENT

1. CONTRACTOR shall provide an Application for Payment to be received by the COUNTY not later than the 25th day of each month. COUNTY shall make payment to the CONTRACTOR not later

reference, (hereinafter referred to as the "Work") and at the price quoted for said PROJECT by CONTRACTOR on the attached **(FILL IN EXHIBIT IF APPLICABLE)**. Further, the parties agree that they will be governed by the Shelby County General Conditions of the Contract for Construction (the "General Conditions") for the Work to be performed. The Contractor acknowledges that it has read and is familiar with the contents of said General Conditions, agrees to be bound thereby and has executed a copy of same at the place indicated thereon. A copy of said General Conditions is attached hereto as Exhibit "B" and incorporated herein by reference.

SECTION 1. CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR shall perform all necessary Work required by the Contract documents for the satisfactory completion in full of the PROJECT.

2. CONTRACTOR shall coordinate all Work with COUNTY through the Shelby County Sheriff's Office. The Work shall be scheduled on a regular basis in as timely and orderly a manner as possible.

3. The CONTRACTOR shall give a Performance Bond and Labor and Material Bond, each equal to 100% of the amount of the Contract, with surety to be approved by the COUNTY, conditioned upon the full and faithful performance of all the terms and conditions of the Contract with special reference to paying in full in lawful money of the United States, all just and valid claims for material and labor entered into for the said Work covered by this Contract. That further, this Contract shall not take effect until these Bonds have been executed and approved by the County.

4. The CONTRACTOR further agrees to provide insurance coverage of the type and in the amounts as follows:

    a. Worker's Compensation with limits required by statute. Employers Liability $100,000.00 without restriction as to whether covered by the Worker's Compensation Law.

    b. Commercial General Liability with minimum liability limits of $1,000,000.00 combined single limit per occurrence with $2,000,000.00 aggregate to include perils of explosion, collapse, and underground hazards including

than the 20th day of the following month. If an Application for Payment is received after the application date fixed above, payment shall be made by COUNTY not later than forty-five (45) days after receipt of the Application for Payment. If the CONTRACTOR submits an incorrect Application for Payment, payment date will be extended thirty (30) days from the date of correction.

2. Application for payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

3. Subject to the provisions of the Contract documents, the amount of each progress payment shall be computed as follows:

   a. Take that portion of the Contract sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the total Contract sum less retainage of ten (10%) percent;

   b. Add that portion of the Contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by COUNTY, suitably stored off the site at a location agreed upon in writing), less retainage of ten (10%) percent;

   c. Subtract the aggregate of previous payments made by the COUNTY; and

   d. Subtract amounts, if any, for which the COUNTY has withheld or nullified a Certificate of Payment as provided in the General Conditions.

4. When all Work embraced in this Contract has been fully and completely performed on the part of the CONTRACTOR, and accepted by the COUNTY, there shall be a statement by CONTRACTOR of the Work done according to the terms herein, and the balance appearing to be due the CONTRACTOR out of funds applicable for payment for this Work, excepting therefrom any sum that may be lawfully retained under the provisions of this Contract, Specifications, and the General Conditions and all such funds as may be due the COUNTY.

5. The COUNTY shall have the right, at its option, to discharge the CONTRACTOR for any breach of any provision of this Contract, and such discharge shall not affect the right of the COUNTY against sureties on the Bonds provided.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this Contract and the Surety Bonds attached hereto for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond inadequate to cover the performance of the Work, the CONTRACTOR shall, at its expense, within five (5) days after the receipt of notice from the COUNTY so to do, furnish as additional bond or bonds, in satisfactory amount to the COUNTY. In such event, no further payment to the CONTRACTOR shall be deemed due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the COUNTY.

SECTION III. SPECIFIC PROVISIONS

1. CONFLICT OF INTEREST

CONTRACTOR covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict in any manner with the performance of the work hereunder. The CONTRACTOR warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONTRACTOR in connection with any Work contemplated or performed relative to this Contract.

2. ACCESS TO RECORDS

The CONTRACTOR will, and will require the subcontractors performing services hereunder to, maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred under this Contract and make such materials available at their offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under the Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

3. NON-DISCRIMINATION

The CONTRACTOR hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied

benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The CONTRACTOR shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

4. ENTIRE AGREEMENT

This Contract and the documents which are enumerated herein as being a part hereof contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

5. AMENDMENT

This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

6. SEVERABILITY

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

8. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this Contract and the incorporated documents are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

9. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event funds are not appropriated by Shelby County Government for any fiscal period, this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory Work performed as of the termination date.

10. SUBLETTING, ASSIGNMENT OR TRANSFER

Subletting, assignment or transfer of all or part of the interest of either party to this Contract is prohibited unless by written consent of the other party. The COUNTY and the CONTRACTOR each binds itself, its partners, successors, executors, administrators and assigns to the other party and no subletting assignment or transfer shall relieve the CONTRACTOR from performance of its duties under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONTRACTOR's obligations to its transferors or subcontractors.

11. INCORPORATION OF DOCUMENTS

It is agreed that the following documents are made a part of this Construction Contract:

1. Performance Bond
2. Labor and Material Bond
3. Insurance Certificate
4. Bid Specifications (SBI #I001352A,CIP Number 101527, Emergency Generator at Arlington)
5. Contractor's Bid/Proposal (Exhibit "A")
6. General Conditions to Contract (Exhibit "B")
7. List of subcontractors who will be performing Work on project with attached required information per Exhibit "C"

NOTE: THE ABOVE DOCUMENTS MUST BE ATTACHED BEFORE EXECUTION OF THIS CONTRACT BY SHELBY COUNTY.

IN WITNESS WHEREOF, the signatures of the parties hereto, by their duly authorized officers, on the date and year first above written.

NAME OF COMPANY

BY: Jeff O'Connor, Two Rivers Power, LLC
TITLE: President
TN Contractor's Lic. # _____

SHELBY COUNTY GOVERNMENT

_____
A C Wharton, Jr., MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
Contract Administrator/
Assistant County Attorney

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be president (or other officer authorized to execute the instrument) of the _____, the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this 27th day of February, 2007.

_____
Notary Public

ANGELA L. CAPOGACCIA
NOTARY PUBLIC
STATE OF TENNESSEE
SHELBY COUNTY
MY COMM. EXP. 1-26-2011

My Commission Expires: _____